

Maquoketa

Public Safety Assn. (Police)

7/1/2005 6/30/2008

AGREEMENT

BETWEEN

CITY OF MAQUOKETA, IOWA

AND

PUBLIC SAFETY ASSOCIATION

JULY 1, 2005

TO

JUNE 30, 2008

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1.RECOGNITION	3
ARTICLE 2.DEFINITIONS.....	3
ARTICLE 3.MANAGEMENT RIGHTS	4
ARTICLE 4.ASSOCIATION RIGHTS AND RESPONSIBILITIES	6
ARTICLE 5.WORK STOPPAGE	6
ARTICLE 6.DUES CHECKOFF.....	7
ARTICLE 7.SENIORITY	8
ARTICLE 8.CIVIL SERVICE.....	8
ARTICLE 9.PROCEDURE FOR STAFF REDUCTION	9
ARTICLE 10.JOB CLASSIFICATION.....	9
ARTICLE 11.HOURS OF WORK	10
ARTICLE 12.OVERTIME	11
ARTICLE 13.HOLIDAYS	12
ARTICLE 14.VACATIONS	13
ARTICLE 15.LEAVES OF ABSENCE.....	15
ARTICLE 16.GRIEVANCE PROCEDURE.....	19
ARTICLE 17.INSURANCE	22
ARTICLE 18.HEALTH AND SAFETY.....	23
ARTICLE 19.WAGES	24
ARTICLE 20.SUPPLEMENTAL PAY	24
ARTICLE 21.PERFORMANCE EVALUATIONS.....	26
ARTICLE 22.GENERAL CONDITIONS	27
ARTICLE 23.EFFECTIVE PERIOD	27
APPENDIX A WAGE SCHEDULE - COMMENCING JULY 1, 2002.	29
APPENDIX B WAGE SCHEDULE - COMMENCING JULY 1, 2003	30
APPENDIX C WAGE SCHEDULE - COMMENCING JULY 1, 2004	31
APPENDIX D SENIORITY LIST	32

PREAMBLE

THIS AGREEMENT is executed by the City of Maquoketa, Iowa, hereinafter called "Employer", and the Maquoketa Iowa Public Safety Association, hereinafter called "Association".

ARTICLE 1.

RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive bargaining representative for those employees of Maquoketa, Iowa, in the following bargaining unit pursuant to Order to Certification dated November 15, 1984, in PERB Case No. 2790, to-wit:

INCLUDED: All Patrol Officers and Dispatchers, full-time and part-time.

EXCLUDED: Chief, Assistant Chief, Sergeants, Head Dispatcher and all others excluded by Section 4 of the Act.

and the parties further agree that those employee classifications added or deleted to the bargaining unit by the Board during the effective period of this Agreement, shall be subject to or not subject to the terms of this Agreement, as the case may be, as of the effective date of board action.

ARTICLE 2.

DEFINITIONS

Section 1. A part-time employee is a person who is hired for a period of less than forty (40) hours per week.

Section 2. A Temporary employee is a person who is hired for a period of one hundred twenty (120) days or less.

Section 3. Temporary employees are not included within the bargaining unit. Part-time employees are not entitled to any of the benefits of this Agreement except as specifically stated and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete one (1) year of service.

Section 4. A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period, or purpose.

Section 5. A probationary employee who is a radio dispatcher, is one who has not completed six (6) months of continuous service as a permanent employee with the Employer. A Probationary employee, who is a police officer, is one who has not completed twelve (12) months of continuous service as a permanent employee with the Employer. During the probationary period, such employee may be discharged by the Employer without cause and no grievance shall be filed concerning such termination. The Employer has the right to extend a probationary period for six (6) months to work with an employee who might otherwise be terminated for failing to pass the initial probationary period.

Section 6. A regular employee is an employee other than a temporary employee or part-time employee, who has completed the probationary period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 8. The word "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 9. The word "Board" shall mean the Iowa Public Employment Relations Board.

Section 10. The word "Chief" shall mean the Chief of Police, of the Maquoketa Police Department or the authorized representative of the Chief.

ARTICLE 3.

MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

(a) the right to manage the Employer's operations and to direct the working force;

- (b) the right to hire employees;
- (c) the right to maintain order and efficiency;
- (d) the right to extend, maintain, curtail or terminate operations of the Employer;
- (e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) the right to create, modify and terminate departments, job classifications and job duties;
- (h) the right to transfer, promote and demote employees;
- (i) the right to discipline;
- (j) the right to suspend and discharge employees for proper cause;
- (k) the right to lay off;
- (l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of membership or non-membership in the Association.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this

Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. The Association recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Association, therefore, agrees to cooperate in the attainment of the following goals, to-wit:

(a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;

(b) that it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the employer; and

(c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Association, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination or favoritism by the Employer or the Association because of membership or non-membership in the Association. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Association shall have access to the Employer's premises during working or nonworking time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Association and its authorized representative will not interfere with or interrupt the operation of the Employer or the work of the employees.

ARTICLE 5.

WORK STOPPAGE

Section 1. The Employer agrees that during the terms of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Association agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage strike, boycott, slowdown, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Association agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meeting, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, the provisions of the Act shall apply.

ARTICLE 6.

DUES CHECKOFF

Section 1. The Employer will make monthly deductions for dues, fees and assessments from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The amount to be deducted shall be certified to the Employer in writing by the Treasurer of the Association. The Employer will remit such money to the treasurer of the Association not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and shall automatically be cancelled upon termination of employment.

Section 3. The Employer shall have no obligation to deduct or collect fees, assessments, or dues from an Association member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Association shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations under this Article.

ARTICLE 7.

SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

Section 2. The Employer shall post by division complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted and the Employer shall give a copy of such seniority lists to the Association. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) calendar days.

Section 3. Any non-civil service employee shall lose seniority rights upon termination, lay-off for a period longer than eighteen (18) months, failing to report to work within fourteen (14) days after written notice of recall is mailed by United States certified mail with return receipt requested to the employee's last known address, and absence from work for two (2) consecutive workdays without approval by the Employer.

Section 4. The Employer shall attach a seniority list of all employees in this bargaining unit to the Agreement. (See Appendix E)

Section 5. The Employer shall provide written notice to the employee of any impending promotions, demotions, lay-offs, suspensions, discharges or transfers. The Employer will inform the employee that the employee may contact the Association if the employee would like and the employer will provide the name of the Association President.

ARTICLE 8.

CIVIL SERVICE

Section 1. The Employer and the Union agree that for sworn police officers all matters involving hiring, promotions, demotions, layoffs, seniority, suspensions and discharges are subject to the jurisdiction of Chapter 400, Code of Iowa, Civil Service.

ARTICLE 9.
PROCEDURE FOR STAFF REDUCTION

Section 1. In the event the Employer determines that non civil service employees must be laid off, the Employer shall consider job classification, qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform and physical fitness are equal between or among affected employees, seniority shall govern.

Section 2. Those employees to be laid off will be notified thereof in writing at least thirty (30) calendar days prior to the effective date of the layoff.

Section 3. An employee who is laid off shall keep the Employer advised of the employee's current mailing address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Notice of recall shall be sent by United States certified mail with return receipt requested to the employee's latest advised address.

Section 4. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specific date of recall, in which case the employee shall report on said later effective date.

Section 5. In the event of a staff reduction, temporary employees must be laid off first, then probationary employees, then part-time employees based on the criteria established in Section 1. Regular employees shall be the last to be laid off.

ARTICLE 10.
JOB CLASSIFICATION

Section 1. If an employee is requested to work in a higher rated job classification for a period exceeding twenty (20) consecutive working days, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

ARTICLE 11.
HOURS OF WORK

Section 1. This Article is intended to set forth the normal workday and the normal work month, but shall not be construed as a guarantee of hours or work per day or per month, or of days of work per month.

Section 2. The normal work schedule for employees shall be posted by the Employer at least ten (10) days prior to the first day of the next month.

Section 3. The normal shift for a dispatcher shall be eight (8) to eight and one-half (8½) hours a day. A dispatcher shall be given one hundred four (104) days off during each fiscal year. No more than ten (10) days off and no fewer than eight (8) days off shall be given in any calendar month. Each dispatcher shall receive two fifteen (15) minute paid breaks per day whenever a police officer is available to operate the radio. Each dispatcher shall receive a thirty (30) minute paid lunch period. The Chief may amend this Section if he determines it to be necessary for the efficient operations of the Department.

Section 4. The normal shift for a police officer shall be eight (8) to eight and one-half (8½) hours, the exact time of the shift to be set by the Chief. The normal number of days off shall be one hundred five (105) a year. To the extent possible, each police officer shall receive two (2) fifteen (15) minute breaks during each work day. Each police officer shall receive a thirty (30) minute paid lunch period. The Chief may amend this Section if he determines it to be necessary for the efficient operations of the Department.

Section 5. It is understood and agreed that the determination of the daily and monthly work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times scheduled by the Employer. To the extent reasonably possible, the Employer shall provide the Association with five (5) days' advance notice for any major change of work schedule, including special events such as the Jackson County Fair, Oktoberfest and RAGBRAI. In the event that the Employer is unable to provide the five (5) day advance notice, the employee may not be penalized for an inability to comply with the change of work schedule.

Section 6. For Federal Wage and Hour Law purposes, the Employer will follow a twenty-eight (28) days work cycle for police officers and dispatchers.

ARTICLE 12.

OVERTIME

Section 1. (a) Overtime shall be defined as any time properly authorized or approved and worked in excess of the employee's regular work shift, including report time, or work schedule. Employee, for purposes of this subsection, includes a probationary employee and part-time employees.

(b) A part-time dispatcher is entitled to overtime if said employee works in excess of eight (8) hours in a day or forty (40) hours in a week. A week for purposes of this computation shall commence at midnight on Saturday and shall continue until midnight the following Saturday.

Section 2. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest quarter (1/4) hour for payment.

Section 3. Overtime shall not be used to punish or reward employees and the Employer shall not pay twice for overtime nor shall the same be pyramided.

Section 4. Overtime hourly pay will be determined by dividing the wages set out in Appendix A by the figure of 2080.

Section 5. An employee shall be allowed to accumulate compensatory time (comp time) but the total amount of accumulated comp time shall not exceed 30 hours at any one time.

Section 6. The Employer will comply with the Fair Labor Standards Act regarding pay and consideration of hours worked regarding mandatory training, where the employee's attendance is required by the employer.

B. Call Back

Section 1. An employee, including a probationary employee who is called back to work by the Employer shall be paid a minimum of two (2) hour's pay at the overtime rate. Call-back does not apply where an employee is ordered to work beyond the employee's regular shift.

C. Court Time

Section 1. An employee, including a probationary employee, required to appear in Court during off-duty hours shall be paid a minimum of two (2) hour's pay at the rate of time and one-half (1/2) their regular hourly rate, provided that the court appearance and the beginning or end of an employee's scheduled work shift do not overlap. In such case, the employee receives time and one-half (1 1/2) for the actual hours spent in excess of the employee's scheduled work shift. Court time is payable only when the employee is required by the employer to testify in a criminal case; or, the officer is not notified of a cancellation of the hearing twelve hours prior to the hearing.

Section 2. An employee, including a probationary employee, required to appear for an administrative telephone hearing outside the employee's scheduled working hours shall receive one (1) hour's pay at one and one-half (1 1/2) the employees regular rate of pay providing the hearing is held; or, the officer is not notified of a cancellation of the hearing twelve hours prior to the hearing.

ARTICLE 13.

HOLIDAYS

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (1/2), Christmas Day and New Year's Eve (1/2).

Section 2. The Employer shall designate the day on which the holiday is to be observed.

Section 3. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. (However, employees who are on authorized leave on the last scheduled workday before the holiday or first scheduled workday after the holiday are eligible for receiving holiday pay.) No employee who has been laid off, or who is under suspension, will be eligible for holiday pay.

Section 4. If an employee is scheduled to work a holiday and does work the holiday, the employee shall receive one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for the time worked and shall receive one (1) day off with pay at a time mutually agreed upon with the Employer. An employee not scheduled to work a holiday shall receive one day off with pay at a time mutually agreed upon with the employer.

Section 5. For purposes of this Article, a holiday for dispatchers shall be presumed to commence at 12:00 a.m. of the day on which the holiday is to be observed and shall continue until 12:00 a.m. on the following day; a holiday for police officers shall be presumed to commence the beginning of the first full shift of the day on which the holiday is to be observed and shall continue for twenty-four (24) hours.

Section 6. If an employee is scheduled to work a holiday and does not work because of sickness, the day will be charged against sick leave, and the employee shall receive one day off with pay at a time mutually agreed upon with the Employer.

Section 7. A probationary employee for purposes of this Article is considered to be a regular employee.

Section 8. If a part-time dispatcher is scheduled to work a holiday and does, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest quarter (1/4) hour for payment.

Section 9. Effective July 1, 2002, holiday hours may not be carried over from the previous year without written approval from the Chief.

ARTICLE 14.

VACATIONS

Section 1. Subject to and in accordance with the provisions of this article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule.

Years of Service	Number of Vacation Hours
1	40
2	80
4	88
5	96
6	104
7	112
8	120
11	128

12	136
13	144
14	152
15	160

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

(a) All vacations earned must be taken by the employee prior to the employee's next anniversary date, unless the Chief authorizes in writing an extension of time for taking said vacation. However, an employee shall be entitled to carry-over five (5) days after their anniversary date for a period not to exceed 90 days. If the Employer fails to grant vacation time during this 90 day extension period, the employee will be granted an additional 90 days to use vacation period.

(b) No employee shall be entitled to vacation pay in lieu of vacation unless the same is specifically authorized by the Chief of Police.

(c) If approved, as prescribed in (a) and (b) above, an employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the year or years prior to the employees last anniversary date and not previously taken.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation leave, the day off will be counted as a vacation.

Section 5. Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

ARTICLE 15.
LEAVES OF ABSENCE

A. Sick Leave

Section 1. Sick leave shall be used for personal illness and injury, including pregnancy, and for serious illness of an emergency nature to a member of the employee's family living in the employee's household where the employee's presence is necessary, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer.

Section 2. An employee, including a probationary employee, shall earn and will accumulate eight (8) working hours of sick leave per month until such time as the employee accumulates up to a maximum of seven hundred twenty (720) working hours. After seven hundred twenty (720) hours of sick leave have accumulated, an employee shall continue to earn eight (8) hours of sick leave per month, subject to the provision set out hereinafter.

Section 3. To be eligible for sick leave, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's work day. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. The employer has the right to verify the reported sickness of an employee and may require the employee to produce a doctor's certificate for absence due to illness.

Section 4. The employee will receive a payment on or about November 30 equal to one-half (1/2) the number of sick leave hours which the employee has accrued as of that date over seven hundred twenty hours. The payment will be at the employee's normal rate of pay as of November 30. Any remaining sick leave hours over seven hundred twenty hours will be voided as of November 30.

Section 5. Employees shall be compensated in cash for all unused sick leave when they are permanently separated from employment as a result of retirement, lay off, resignation with two (2) weeks written notification, or death. In the event of death, payment will be made to the estate of the employee. The amount of payment for unused sick leave is to be calculated at one-half (1/2) the employee's hourly rate of pay in effect on the pay day immediately proceeding the employee's separation.

Section 6. In the event of an on the job injury incurred while working for the employer, the employee must cooperate with the Employer and the insurance carrier in

providing relevant information pertaining to the occurrence immediately. The employee shall retain the benefits received from Workers Compensation. No employee is entitled to receive paid sick leave benefits and Workers Compensation benefits for the same injury, except that an employee may use accumulated sick leave for the first three (3) days after an injury, and except that the employee may use accumulated sick leave to complement Workers Compensation to the extent that an employee may receive a total sum of money from Workers Compensation benefits and from sick leave which would not exceed the gross pay which the employee would have received for the pay period. No employee shall be entitled to use temporary disability benefits under Chapter 411 of the Code, if the employee chooses to use the benefits provided by Workers Compensation.

Section 7. An employee who is hired after July 1, 1990 shall not be eligible for the sick leave buy back provisions as described in Section 5 of this Article and shall not accumulate any sick leave hours in excess of 720 hours.

Section 8. Upon the Employer's approval, in the event of a serious illness or injury, an employee may request from another employee, use of that employee's accumulated sick/vacation/holiday leave rather than taking time off without pay, provided that the employee has exhausted all available paid leave.

An employee who wishes to voluntarily donate sick/vacation/holiday leave may do so in no less than eight hour increments. Any employee may transfer up to a maximum of forty (40) hours in a fiscal year (July 1 through June 30). In no event can an employee use more than a total of one hundred and sixty (160) hours of paid leave acquired from other employees in any fiscal year. The City may grant a waiver to allow additional hours above the one hundred and sixty (160) hour cap on a case by case basis if the City determines it is warranted in the particular instance.

Donated sick/vacation/holiday leave can only be requested when the employee has used all personal, holiday, vacation, comp and sick time available to the employee. Donated sick/vacation/holiday leave shall be paid out at the year one hourly rate of the person donating it or receiving it, whichever is less. At the end of the absence, any remaining transferred leave will be transferred back to the employee who donated it.

An Employee may use the donated sick/vacation/holiday leave for serious personal illness or injury, including pregnancy or for serious illness or injury of the employee's immediate family.

The employee gifting the accumulated sick/vacation/holiday leave must do so voluntarily and in writing to the City authorizing the gift. The City may require such reasonable evidence as it deems necessary to confirm the necessity of such donation. The City may allow the gifting of holiday and vacation time instead of sick time on a case by case basis.

B. Funeral Leave

Section 1. An employee, including a probationary employee, will be granted three (3) days funeral leave with no loss of compensation to arrange and attend the funeral of the employee's spouse, parents, including step-parents, parents-in-law, children including step-children, brothers, sisters, grandparents, or grandchildren, brothers-in-law, and sisters-in-law. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral.

Section 2. If additional time is needed, the Employer may grant additional leave without pay not to exceed a maximum of five (5) days.

Section 3. Funeral leave pay is intended to provide for time off without loss of income but not to increase income. Non-workings days shall not be compensable.

Section 4. The Employer may allow an employee the necessary time off without pay, or may allow the employee to take a vacation day or a compensating holiday, in order to attend the funeral of members of the family not included under Section 1, or of a close family friend.

C. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

Section 2. An employee may be entitled to a leave of absence without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensation time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement when the employee is able to return to work. Unless the employee returns to work on that date, or on any other date, by reason of extension granted by the employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed one (1) month for each full year of previous continuous service.

Section 3. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he left, provided that during such period no employee shall earn sick, vacation, or other leave.

Section 4. In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 5. During a leave or absence without pay, the employee:

(a) must pay group insurance premium falling due during any month the employee is not on the payroll,

(b) shall not receive or accrue any job benefits during the period of absence; and,

(c) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days.

The Employer may make exceptions to any of the above condition (a-c) for leaves not exceeding thirty (30) days, provided that such exceptions are in writing and made a part of the original authorization.

D. Jury Duty

Section 1. An employee, including a probationary employee, selected for jury duty, or called as a witness, shall receive a paid leave of absence for scheduled shift time that the employee spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 3. If an employee is called for jury duty, the employee shall promptly notify employee's immediate supervisor.

E. Voting Leave

Section 1. An employee, including a probationary employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Military Leave

Section 1. The Employee shall comply with the provisions of Section 29A.28 The Code, as it may be amended from time to time. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

G. Personal Leave

Section 1. Employees will be granted up to sixteen (16) hours of personal leave on each anniversary date, non-cumulative. Except in an emergency situation, the employee shall give the employer forty-eight (48) hours of notice in advance of the day off, and this day may not be taken before or after a vacation break.

H. Miscellaneous Leave

Section 1. The Employer may allot two (2) members of the Association who are elected as representatives of the Police Department, to attend with pay the annual Iowa State Policemen's Association Conference and the International Association of Chiefs of Police and Peace Officers Conference.

I. Voluntary Termination

Section 1. Those employees who wish to permanently terminate employment shall notify the Employer thereof in writing at least fourteen (14) calendar days (excluding vacation days) prior to the effective date of the termination. In the event that the employee gives less than fourteen (14) calendar days' written notice, the employee shall forfeit his or her right to payout of all accrued benefits.

ARTICLE 16.
GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

Section 2. A grievance is defined as a dispute between the Employer and the Association or any employee with regard to the interpretation, application or violation of any of the expressed terms and provisions of this Agreement.

Section 3. A grievance that may arise shall be processed and settled in the following manner:

Step One An employee who has a grievance shall notify the employee's supervisor orally within five (5) calendar days (excluding Saturday, Sunday, and holidays) after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and shall give an oral answer within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the immediate supervisor to give an oral answer within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Two If the grievance is not settled in Step One, the aggrieved employee may present the grievance in writing to the Chief within five (5) calendar days (excluding Saturday, Sunday and holidays) after the answer of the immediate supervisor was given; or, if no answer was given, within five (5) calendar days (excluding Saturday, Sunday and holidays) of when it was due, whichever occurs first. The grievance shall be signed by the employee or the Association and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the employee or the Association specifying what relief or remedy is desired. The Chief shall investigate the grievance and issue a decision in writing within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the Chief to issue a decision within said five (5) calendar days (excluding Saturday, Sunday, and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three If the grievance is not settled in Step Two, the aggrieved employee or the Association may present the grievance in writing to the City Manager within five (5) calendar days (excluding Saturday, Sunday, and holidays) after the decision of the Chief was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday and Holidays) of when it was due, whichever occurs first. This written grievance shall contain the same information as was submitted to the Chief. The City Manager shall investigate the grievance and shall convene a meeting of all interested parties within a period of five (5) calendar days, (excluding Saturdays, Sundays, and holidays). The City Manager shall issue a decision within five (5) calendar days of the meeting.

Step Four If the grievance is not settled in Step Tree, the aggrieved employee or the Association may appeal to arbitration. The employee shall request arbitration by written notice submitted to the City Manager within five (5) calendar days (excluding Saturday, Sunday, and holidays) from the date that the City Manager's decision was given; or, if no decision was given within five (5) calendar days (excluding Saturday, Sunday, and holidays) of when it was due, whichever occurs first. The written notice shall contain the same information as required in the previous Step. When a timely request has been made for arbitration, a representative of the Employer and the employee or the Association shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the public Employment Relations Board or the Center for Labor and Management at the University of Iowa, to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order,

alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Association if the employee so chooses. The Association may also process a grievance on its own in accordance with the above procedures.

Section 5. The failure of an employee, of the Association, to appeal a grievance to the next step within the applicable terms specified above, shall bar an employee or the Association from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Association to the next step.

Section 7. The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator with the scope as the arbitrator's authority shall be final and binding upon the employer, the employee, and the Union. Any Decision rendered may not be retroactively applied beyond the date of occurrence.

Section 8. The arbitrator shall not have the power or authority to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 400, The Code, as amended).

Section 9. The Employer and the Association shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 17.
INSURANCE

A. Health Insurance

Section 1. The Employer shall maintain for each employee, including probationary employees, a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the association. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. Coverage of an employee will commence as set in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

Section 3. The Employer shall contribute to the payment of an employee's family hospital and medical care insurance as follows:

\$510.00/month – July 1, 2005 – June 30, 2006

\$525.00/month – July 1, 2006 – June 30, 2007

\$540.00/month – July 1, 2007 – June 30, 2008

The Employer shall contribute to the payment of an employee's single hospital and medical care insurance as follows:

\$410.00/month – July 1, 2005 – June 30, 2006

\$425.00/month – July 1, 2006 – June 30, 2007

\$440.00/month – July 1, 2007 – June 30, 2008

The Employer's obligation to pay the full premium is dependent upon the employee and the employee's spouse, if applicable, providing a doctor's certificate both individuals have had a wellness physical exam within the prior twelve (12) months prior to the beginning of a contract year. Wellness examinations are mandatory for all employees on single and family plans. All employees must provide a doctor's certification. Each employee will be provided a description of the minimum tests or procedures that each wellness physical exam must include. If the doctor's certificate is not provided on or before the 15th day of

June prior to the beginning of a contract year, the total amount of the monthly premium for the family coverage paid by the Employer shall not exceed \$400.00. **Each employee shall pay 50 percent of any amount over the monthly cap, and the employee shall authorize the City to withhold said amount from the employee's paycheck.**

Section 4. The insurance policy shall have an annual deductible of \$200 single/\$400 family and shall have an 80%-20% coinsurance provision with maximum out-of-pocket annually of \$500 single/\$1,000 family. The employee is responsible for paying the cost of the deductible and coinsurance.

Section 5. The City of Maquoketa reserves the right to research the feasibility of Health Savings Accounts (HAS) and to implement Health Savings Accounts under terms mutually agreeable to the parties, if, in the City's opinion, Health Savings Accounts will provide a reasonable cost savings to the City.

B. Life Insurance

Section 1. The Employer shall, at no cost to the employee, maintain a life insurance policy or a life insurance fund for each employee, including probationary employees, in the amount of Twenty Thousand Dollars (\$20,000).

Section 2. Coverage of an employee will commence on the date set out in the insurance policy, and an employee will be covered in accordance with and to the extent provided therein.

C. Disability Insurance

The Employer shall provide, at no cost to the employee, long term disability insurance for all full-time employees under this agreement.

ARTICLE 18.

HEALTH AND SAFETY

Section 1. The Association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 2. Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

ARTICLE 19.

WAGES

Section 1. The regular rates of pay for each classification of employees including part-time employees, is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

ARTICLE 20.

SUPPLEMENTAL PAY

A. College Pay

Section 1. Each sworn police officer who is a regular employee shall receive as additional compensation the amount of One Dollar (\$1.00) per month for each semester hour of a satisfactorily completed "college course", but not to exceed a total of Sixty Dollars (\$60.00) per month for all college credit.

Section 2. The term "college course", means any subject which is normally taken as a required or elective course for a degree with a major in law enforcement. The employee shall prepare a full curriculum of the course to be taken towards the degree in law enforcement and will present the same to the Chief prior to the time that the employee enrolls in the course of study, showing the elective courses to be taken. In case of dispute, the Chief will determine whether a course qualifies as a "college course". The term "satisfactorily completed" means a passing grade.

Section 3. The additional compensation shall be paid only for "college courses" taken and "satisfactorily completed" after the employee completes the probationary period.

Section 4. In order to qualify for additional compensation, the university or college must send a transcript of the completed course and grade to the Chief. Upon receipt of such transcript, and provided the course is approved and has been satisfactorily completed, the Chief shall take the necessary steps to see that the employee receives the proper additional compensation.

Section 5. No employee will be allowed to take college courses on scheduled time unless the scheduled time lost is rescheduled with the Chief.

B. Uniforms

Section 1. Uniforms, including patches, and leather goods required by the Employer shall be furnished and maintained by the Employer. Patrol officers shall have one hash mark added to their uniform for every four years of service with the Maquoketa Police Department. The annual clothing allowance for police officers shall not exceed \$350.00 for clothing and \$65.00 for boots. The following list shall be considered the uniform:

- Three (3) long-sleeved shirts
- Three (3) short-sleeved shirts
- Three (3) medium-weight pants
- One (1) summer coat
- One (1) winter coat
- One (1) summer boots
- One (1) winter boots
- Headgear
- Raincoat
- Hash Mark

The City will budget \$750.00 per year for dispatchers as a whole to purchase shirts for dispatchers with money to be deposited in the officer uniform allowance fund. All purchases must be approved in advance by the Employer or a designee. No jeans shall be worn by dispatchers. Dispatchers may wear semi-casual slacks.

The above items will be provided by the City when an officer is hired. Additionally, any clothing or uniform items mandated by the department in addition to the above-listed uniform will be provided to the officer at the time of hire. The replacement of any of the above items will be at the officer's cost, reimbursed through the above clothing allowance.

Each officer who is approved for bike patrol will receive proper clothing as approved by the Chief of Police. The cost of the clothing will be allocated out of the employee's allotment for uniforms.

If the City determines that dispatchers shall wear uniforms, each permanent employee will be supplied with a uniform at the City's cost. Uniform items will be replaced as needed with the approval of the Chief of Police.

C. Shift Differential

Section 1. A police officer who is assigned to work the second shift (3:00 p.m. - 11:00 p.m.) shall be paid a shift differential of \$.20 an hour for each hour of actual work performed during the shift.

Section 2. A police officer who is assigned to work the third shift (11:00 p.m. - 7:00 a.m.) shall be paid a shift differential of \$.30 an hour for each hour of actual work performed during the shift.

Section 3. A dispatcher who is assigned to work the section shift (4:00 p.m. - 12:00 a.m.) shall be paid a shift differential of \$.20 an hour for each hour of actual work performed during the shift.

Section 4. A dispatcher who is assigned to work the third shift (12:00 a.m. - 8:00 a.m.) shall be paid a shift differential of \$.30 an hour for each hour of actual work performed during the shift.

Section 5. A police officer who is assigned to work the swing shift (8:00 p.m. - 4:00 a.m.) shall be paid a shift differential of \$.28 an hour.

Section 6. A police officer who is assigned to work the noon to 8:30 p.m. shift shall be paid a shift differential of \$.10 an hour for each hour of actual work performed during the shift.

ARTICLE 21

PERFORMANCE EVALUATIONS.

A performance evaluation of any employee by the Employer shall be fair and reasonable. The evaluation will be discussed with the employees. Employees shall be required to sign the evaluation as evidence of its receipt, but will not necessarily signify agreement with the evaluation. A copy of the evaluation will be provided to the employee

if requested by the employee. An employee may respond to the evaluation in writing within five (5) days of receiving the evaluation. The employee's response will be attached to the evaluation. Each evaluation will be placed in the employee's personnel file.

ARTICLE 22. GENERAL CONDITIONS

Section 1. This agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 2. In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached as set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23. EFFECTIVE PERIOD

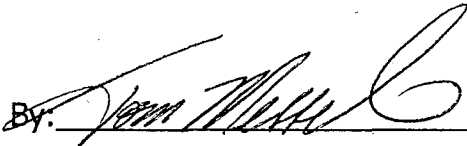
Section 1. This Agreement shall be effective July 1, 2005 and shall continue through June 30, 2008.

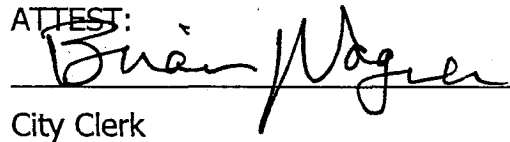
Section 2. This Agreement including any modifications thereof, shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is

desired. The notification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

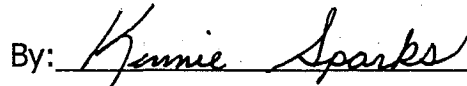
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 13 day of June, 2005.

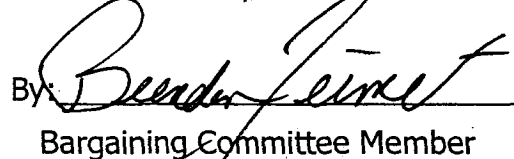
CITY OF MAQUOKETA, IOWA

By: 
Mayor

ATTEST:

City Clerk

MAQUOKETA IOWA PUBLIC
SAFETY ASSOCIATION

By: 
Association Representative

By: 
Bargaining Committee Member

By: _____
Bargaining Committee Member

APPENDIX A

WAGE SCHEDULE - COMMENCING JULY 1, 2005

A. Police Officer - Full Time

<u>Base A</u>	<u>1 Year</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
31,015	32,100	33,224	34,553	35,935
<u>5 Yr.</u>				
37,732				

B. Police Officer - Part Time \$15.43

C. Dispatchers - Full Time

<u>Base A</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
22,914	24,060	25,263	26,147	27,062

<u>4 Year</u>	<u>6 Year</u>	<u>8 Year</u>
28,009	29,130	30,295

D. Dispatchers - Part Time

<u>Base A</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
11.01	11.56	12.14	12.57	13.01

<u>4 Year</u>	<u>6 Year</u>	<u>8 Year</u>
13.46	14.00	14.56

PROGRESSION

A Police Officer with completed Iowa Law Enforcement Academy training will start at the 1 Year step, otherwise will start at Base A and progress to 1 Year after the Academy training is successfully completed.

Employees, including part time employees, move up the Salary scale on the anniversary of the employee's date of hire provided that they obtain at least a score of 81% in their individual merit rating reviews.

A part-time dispatcher with certification by the State of Iowa will start at the Base B step, otherwise will start at Base A and progress to Base B after the State Certification has been obtained.

APPENDIX B

WAGE SCHEDULE - COMMENCING JULY 1, 2006

B. Police Officer - Full Time

<u>Base A</u>	<u>1 Year</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
31,946	33,064	34,221	35,590	37,013
<u>5 Yr.</u>				
38,864				

B. Police Officer - Part Time \$15.90

C. Dispatchers - Full Time

<u>Base A</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
24,121	25,328	26,594	27,525	28,488
<u>4 Year</u>	<u>6 Year</u>	<u>8 Year</u>		
29,485	30,665	31,891		

E. Dispatchers - Part Time

<u>Base A</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
11.59	12.17	12.78	13.23	13.69
<u>4 Year</u>	<u>6 Year</u>	<u>8 Year</u>		
14.17	14.74	15.33		

PROGRESSION

A Police Officer with completed Iowa Law Enforcement Academy training will start at the Year 1 step, otherwise will start at Base A and progress to Year 1 after the Academy training is successfully completed.

Employees, including part time employees, move up the Salary scale on the anniversary of the employee's date of hire provided that they obtain at least a score of 81% in their individual merit rating reviews.

A part-time dispatcher with certification by the State of Iowa will start at the Base B step, otherwise will start at Base A and progress to Base B after the State Certification has been obtained.

APPENDIX C

WAGE SCHEDULE - COMMENCING JULY 1, 2007

C. Police Officer - Full Time

<u>Base A</u>	<u>1 Year</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>
32,904	34,056	35,248	36,658	38,124
<u>5 Yr.</u>				
40,030				

B. Police Officer - Part Time \$16.37

C. Dispatchers - Full Time

<u>Base A</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
24,845	26,087	27,392	28,351	29,343

<u>4 Year</u>	<u>6 Year</u>	<u>8 Year</u>
30,370	31,585	32,848

F. Dispatchers - Part Time

<u>Base A</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
11.94	12.54	13.17	13.63	14.10

<u>4 Year</u>	<u>6 Year</u>	<u>8 Year</u>
14.60	15.18	15.79

PROGRESSION

A Police Officer with completed Iowa Law Enforcement Academy training will start at the 1 Year step, otherwise will start at Base A and progress to 1 Year after the Academy training is successfully completed.

Employees, including part time employees, move up the Salary scale on the anniversary of the employee's date of hire provided that they obtain at least a score of 81% in their individual merit rating reviews.

A part-time dispatcher with certification by the State of Iowa will start at the Base B step, otherwise will start at Base A and progress to Base B after the State Certification has been obtained.

APPENDIX D

SENIORITY LIST
JULY 1, 2005

PATROL

Patrick Fier	09-24-90
Darin Risinger	01-05-99
Kennie Sparks	04-04-00
Brendan Zeimet	02-07-01
Bill Coakley	09-07-01
Scott Hansen	07-03-03
Jason Thomson	10-18-04
Daniel Furlong	11-29-04

DISPATCH

Mary Ann Kunde	03-03-86
Andrea Werner	02-03-89
Jim Regenwether	01-03-91
Amanda Hruby	02-06-97